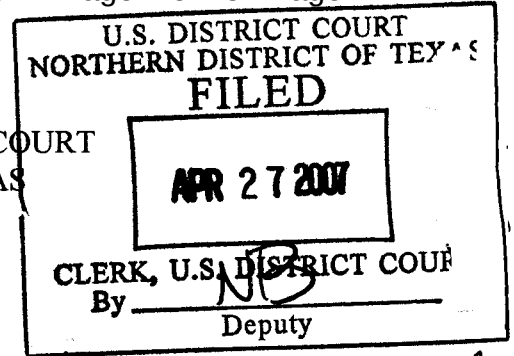


*M who prob*  
**ORIGINAL**

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS



MONITRONICS INTERNATIONAL,  
INC.

Movant,

v.

SECURITY ALARM FINANCING  
ENTERPRISES, L.P.,

Respondent.

§  
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§

Cause No. \_\_\_\_\_

*10907*

**3-07MC0044-M**

**MOTION FOR PROTECTIVE ORDER**

TO THE HONORABLE COURT:

Plaintiff, Monitronics International, Inc. ("Monitronics"), seeks protection from the subpoena served upon it by Security Alarm Financing Enterprises, L.P., ("SAFE") a California Corporation, and, in support of such relief, would respectfully show the Court as follows:

**PARTIES AND SERVICE**

1. Monitronics is a Texas corporation with its principal place of business in Dallas, Dallas County, Texas.
2. Upon information and belief, SAFE is a California corporation, with its principal place of business in San Ramon, California.
3. Upon information and belief, Central Security of North LA, L.L.C. (hereinafter "Central Security") is a Louisiana corporation, with its principal place of business in Farmerville, Louisiana.
4. SAFE has filed suit in the Western District of Louisiana against Central Security of

North LA, L.L.C. (hereinafter the "Louisiana Proceeding"). Pursuant to F.R.C.P. 45, the federal district court for the Northern District of Texas, Dallas Division, issued a subpoena upon the custodian of records for Monitronics. A true and correct copy of the subpoena is attached hereto as Exhibit "A". When a non-party from whom discovery is sought is served with discovery requests pursuant to a subpoena, that party is entitled to seek a protective order as provided in F.R.C.P. 45(c)(2 & 3). When a protective order is sought as applied for herein, service may be effectuated pursuant to F.R.C.P. 5(b), which permits service upon a party's attorney in person, leaving a copy at the attorney's office with a clerk or other person in charge, or by mailing a copy to the last known address of the person served. Service has been effectuated as to this Motion as reflected in the certificate of service contained at the conclusion of this Motion.

### **JURISDICTION AND VENUE**

5. This Court has subject matter jurisdiction and venue over this matter pursuant to F.R.C.P. 45(c)(3)(A), which provides that on timely motion, the court by which a subpoena was issued is authorized to quash or modify the subpoena.<sup>1</sup> As the subpoena in controversy was issued to Monitronics through the Northern District of Texas, jurisdiction and venue properly rest in this Court.

### **MOTION FOR PROTECTIVE ORDER**

#### ***Background***

6. Monitronics is in the business of providing security services to various residential and business customers ("Subscribers") throughout the United States. One method of obtaining such

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<sup>1</sup> "Any motion to quash or modify a subpoena, . . . is decided by the issuing court, not the court before which the underlying action is pending." *Houston Bus. Journal, Inc. v. Office of Comptroller*, 86 F.3d 1208, 1212 (D.C. Cir. 1996)

customers involves Monitronics entering into contractual relationships with various independent entities ("Dealers"), which sell and install alarm monitoring systems and establish alarm monitoring contractual relationships with the owners of those systems. By entering into contractual arrangements with these Dealers, Monitronics is contractually granted a right of first refusal to purchase the right to monitor the security systems of those customers, and if purchased, to collect and bill upon the revenue stream generated from the monthly monitoring fees associated with the term of the monitoring contract with the Subscriber. The monitoring contracts typically entered into with Subscribers are for a stated term, while the amount paid to the Dealers for those contracts is typically in amounts substantially greater than the sum to be paid over the remaining term of the contracts being acquired. One of the Dealers with whom Monitronics entered into such a contractual relationship was Central Security. As such, Monitronics purchased certain accounts from Central Security pursuant to an Alarm Monitoring Purchase Agreement ("AMPA").

7. The Louisiana Proceeding is a case involving allegations that Central Security and Central Cellular, its alleged predecessor or affiliated company, defrauded creditors by transferring substantial business assets from Central Cellular to Central Security, misappropriated trade secrets of SAFE enabling Central Security to solicit customer accounts purchased by SAFE, and that Central Security sold alarm monitoring accounts in violation of various SAFE financial, security, and/or contractual interests, including the sale of some of those accounts to Monitronics. Central Security has denied any and all of the allegations made by SAFE. In its subpoena directed to Monitronics, SAFE seeks to obtain substantial and wide-ranging documentation relating to the various transactions between Monitronics and Central Security, wherein Monitronics purchased and had assigned to it various subscriber monitoring contracts previously held by Central Security.

8. As early as May of 2005, SAFE notified Monitronics of possible issues surrounding accounts sold by Central Security to Monitronics, as well as accounts being monitored by Monitronics on behalf of Central Security. SAFE issued subpoenas directed to Monitronics in both June of 2006 and September of 2006. Both of those subpoenas were ultimately withdrawn, due to on-going disputes between SAFE and Central Security as to what documents, if any, Monitronics was to produce and the purpose for which SAFE intended to use the requested documents and information, as well as issues surrounding bankruptcy stays, and other issues amongst the primary parties to the Louisiana Proceeding.

9. SAFE directed its third subpoena to Monitronics, the subpoena at issue herein, on February 9, 2007. Due to the above-referenced on-going disputes, SAFE granted Monitronics several extensions of the subpoena response date, the last extension requiring Monitronics to comply by April 30, 2007. Monitronics has participated in substantial negotiations with both SAFE and Central Security in an attempt to narrow the scope of the subpoena, as well as to determine the uses intended for the subpoenaed documents and information. The negotiations have been unsuccessful, specifically as to the scope of the documents and information sought, the ability of SAFE to come back and request that Monitronics produce additional documents and information under the February 9<sup>th</sup> subpoena, and the provisions of the protective order related to these same issues. Despite these efforts, neither Monitronics, SAFE, nor Central Security have been able to reach an agreement as to the protective order sought herein.

***Argument***

10. Pursuant to F.R.C.P. 45(c)(3)(B), if a subpoena requires disclosure of trade secrets or other confidential research, development, or commercial information, or requires a person who

is not a party to incur substantial expense, the court may, to protect a person subject to such subpoena, quash or modify the subpoena. Moreover, “under [F.R.C.P.] 45(d), a nonparty subpoenaed for testimony and production of documents may move for a protective order under [F.R.C.P.] 26(c).”<sup>2</sup>

11. The subpoena served on Monitronics essentially requests Monitronics to produce, by way of example, (1) documents related to the purchase of Alarm Monitoring Contracts or similar agreements for the provision of alarm services from Central Security, including its principals and affiliates (“hereinafter referred to as “purchased accounts”), and (2) documents related to the monitoring of electronic alarm systems on behalf of customers/subscribers of Central Security, including its principals or affiliates (hereinafter referred to as “contract monitored accounts”). The documentation and information related to contract monitored accounts requests information concerning accounts that Monitronics does not own, but which are, in fact, owned by Central Security. Such information raises the privacy concerns of Central Security which entrusted Monitronics with its customers’ account and security system information, as well as Central Security’s customers who provided such information to Central Security in the confidence that such information would be protected.

12. The documentation requested by SAFE also contains highly proprietary and confidential information related to Monitronics’ business. Monitronics believes such information is sensitive not only to its continued operations, but to the privacy concerns of the customers which have entrusted Monitronics with sensitive account information, not to mention the operational aspects of the customers’ security systems. Third parties’ privacy rights in confidential, private

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<sup>2</sup> See e.g. *Micro Motion, Inc. v. Kane Steel Co.*, 894 F.2d 1318, 1322-23 (Fed. Cir. 1990).

financial information and operational details of individual security systems should be preserved, and should only be released where absolutely essential to the claims, and then only with assurances of confidentiality. For example, SAFE demands that Monitronics produce specified alarm monitoring contracts and all documents related to these accounts. These documents contain customer names, addresses, and phone numbers, as well as sensitive and private information such as payment history, direct payment authorizations, and account passwords.

13. Further, complying with this subpoena would require Monitronics to divulge its confidential and proprietary business information, trade secrets, and/or strategies, which enable it to successfully compete against its competitors, including SAFE, Central Security and other third parties. Such information should not be released except where absolutely essential to claims and then only with adequate assurance that such information will not be used against Monitronics in the marketplace. Without further protection orders from this Court, Monitronics should not be required to produce any of the requested documents because the need for protecting Monitronics' confidential information, third parties' information, and the information of Central Security far outweigh any relevance that such information would have to the litigation.

### **CONCLUSION**

14. As a result, Monitronics respectfully requests that this Court grant this Motion for Protection, granting protection from and limiting the discovery sought by SAFE pursuant to the subpoena referenced above, as well as entry of the attached protective order.

### **PRAYER**


WHEREFORE, PREMISES CONSIDERED, Monitronics requests that Monitronics' motion for protective order be sustained, that compliance be limited accordingly, and for such other and

further relief, whether general or special, at law or in equity, to which Monitronics shows itself justly entitled to receive.

Respectfully submitted,

CULP, DYER & HALPERN LLP  
222 E. McKinney  
Suite 220  
Denton, Texas 76201  
Telephone: (940) 484-2236  
Telecopier: (940) 484-4436

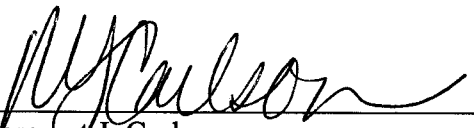
By:

  
\_\_\_\_\_  
Marc S. Culp  
State Bar No. 05212700  
Benjamin S. Dyer  
State Bar No. 00795332  
Susan M. Halpern  
State Bar No. 08805400  
Angela J. Hindman  
State Bar No. 24046080  
Margaret J. Carlson  
State Bar No. 24055265

ATTORNEYS FOR PLAINTIFF,  
MONITRONICS INTERNATIONAL, INC.


**CERTIFICATE OF CONFERENCE**

This is to certify I conferred with counsels for SAFE and counsels for Central Security on March 28, 2007 and April 19, 2007 regarding the matters made the basis of this Motion and the relief requested herein, and no agreement could be reached as to the scope of the subpoena nor the provisions of the protective order requested herein.

  
\_\_\_\_\_  
Margaret J. Carlson

**CERTIFICATE OF SERVICE**

This is to certify that on the 27<sup>th</sup> day of April, 2007, a true and correct copy of the foregoing instrument was served via certified mail, return receipt requested to the following: W. Michael Adams, Blanchard, Walker, O'Quin & Roberts, 1400 Chase Tower, 400 Texas St., Shreveport, Louisiana 71101; Kurt E. Kramer, Klenibard, Bell & Brecker, L.L.P., 1900 Market Street, Suite 700, Philadelphia, PA 19103; George M. Snellings, IV, Nelson, Zentner, Sartor, & Snellings, L.L.C., 1507 Royal Ave., P.O. Box 14420, Monroe, LA 71207-4420; Michael DuBos Breighaupt, Dunn, DuBos, Shasts, Wolleson, 1800 Hudson Lane, Community Trust Bank, Suite 200A, Monroe, LA 71201.

  
Margaret J. Carlson



A

# EXHIBIT “A”

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**SUBPOENA TO PRODUCE DOCUMENTS OR THINGS**

SECURITY ALARM FINANCING  
ENTERPRISES, L.P.  
VERSUS  
CENTRAL SECURITY OF NORTH-LA,  
L.L.C., ET AL

CIVIL ACTION NO. 06-713  
WESTERN DISTRICT OF LOUISIANA  
JUDGE JAMES  
MAGISTRATE JUDGE HAYES

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**TO:** Monitronics International, Inc.  
2350 Valley View Ln  
Dallas, TX 75234

YOU ARE HEREBY COMMANDED to produce the documents or things described below at the place, date and time specified below.

---

**PLACE:** Blanchard, Walker, O'Quin & Roberts  
Suite 1400, Chase Tower  
Shreveport, Louisiana 71101

**DATE AND TIME:** 10:00 A.M.,  
March 2, 2007

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**DOCUMENTS OR THINGS TO BE PRODUCED** are described on Exhibit A, attached hereto and made a part hereof. Definitions applicable to the documents to be produced in response to this subpoena are set forth on Exhibit B, attached hereto and made a part hereof.

---

Questions relative to this subpoena may be addressed to:

Attorney :W. Michael Adams  
Address :Blanchard, Walker, O'Quin & Roberts  
:P. O. Drawer 1126  
:Shreveport, Louisiana 71163 - 1126  
Telephone :(318) 221-6858

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA

By:   
(Attorney or Clerk of Court)

(OVER)

**EXHIBIT A**

**DOCUMENTS OR THINGS TO BE PRODUCED:**

1. The purchase of Alarm Monitoring Contracts or similar agreements for the provision of alarm services from Jayne Green.
2. The purchase of Alarm Monitoring Contracts or similar agreements for the provision of alarm services from Chad Burford.
3. The purchase of Alarm Monitoring Contracts or similar agreements for the provision of alarm services from Central Security of North La, LLC.
4. The purchase of Alarm Monitoring Contracts or similar agreements for the provision of alarm services from Central Cellular, Inc.
5. The purchase of Alarm Monitoring Contracts or similar agreements for the provision of alarm services from Robert Green.
6. The monitoring of electronic alarm systems on behalf of customers/subscribers of Chad Burford.
7. The monitoring of electronic alarm systems on behalf of customers/subscribers of Central Security of North La, LLC.
8. The monitoring of electronic alarm systems on behalf of customers/subscribers of Central Cellular, Inc.
9. The monitoring of electronic alarm systems on behalf of customers/subscribers of Jayne Green.
10. The monitoring of electronic alarm systems on behalf of customers/subscribers of Robert Green.

In lieu of delivery of actual contracts, a summary of contracts purchased or customer/subscriber accounts monitored (if any) with subscriber names, addresses, date of contracts and monthly monitoring rate may be provided.

STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned authority, personally came and appeared \_\_\_\_\_, who, after being duly sworn, did depose and state that he/she is the Custodian of the records of Monitronics International, Inc. ("Monitronics") and that the attached pages that have been numbered \_\_\_\_\_ through \_\_\_\_\_, are true and exact copies of all documents responsive to this Subpoena in possession of Monitronics existing to date in the usual and regular order of business of Monitronics, such records dating from \_\_\_\_\_ through \_\_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
RECORDS CUSTODIAN

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned Notary Public, on this the \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT B**

The term "document" is intended to have the broadest possible meaning and is to include anything coming within the definition of "writings" and "recordings" set forth in Rule 1001(1) of the Federal Rules of Evidence, and shall include the original, and all non-identical copies (whether different from the original because of additional notations or otherwise), of all written, printed, typed, recorded, or graphic matter, however produced or reproduced, in your actual or constructive possession, custody, or control, including, without limitation, all writings, drawings, graphs, charts, photographs, photographic records, sound reproduction tapes, computer records, electronic mail records, data compilations (whether tangible or intangible, from which information can be obtained or can be translated through detection devices into a reasonably usable tangible form), correspondence, memoranda, data, notes, diaries, papers, letters, communications, telegraphs, messages of any kind, minutes of meetings, stenographic, typewritten or handwritten notes, studies, estimates, reports, instructions, requests, pamphlets, brochures, applications, returns, pictures, books, journals, ledgers, corporate records, accounts, contracts, leaflets, administrative or governmental reports or returns, exhibits, maps, surveys, sketches, microfilm, xerox or any other tangible things which constitute or contain matters within the scope of the Federal Rules of Civil Procedure. The term "document" includes any files in which any responsive documents are located.

The term "pertaining to" means commenting upon, including, concerning, containing, regarding, discussing, reflecting, relating to, relevant to, used in connection with, embodying or evidencing, and should be construed in the broadest sense of the term.

JS 44 (Rev. 10/06)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

<b>I. (a) PLAINTIFFS</b> Monitronics International, Inc.	<b>DEFENDANTS</b> Security Alarm Financing Enterprises, L.P.
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>RECEIVED</b>  <b>APR 27 2007</b> </div>	
<b>(b) County of Residence of First Listed Plaintiff</b> (EXCEPT IN U.S. PLAINTIFF CASES)	<b>County of Residence of First Listed Defendant</b> (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.
<b>(c) Attorney's (Firm Name, Address, and Telephone Number)</b> Benjamin S. Dyer; Culp, Dyer & Halpern LLP 222 E. McKinney St., Suite 210, Denton, Texas 76201, (940) 484-2236	<b>Attorneys (If Known)</b> Michael Adams; Blanchard, Walker, O'Quin, & Roberts CLERK, U.S. DISTRICT COURT NORTHERN DISTRICT OF TEXAS

<b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant)				
<input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">           Citizen of This State <input checked="" type="checkbox"/> 1            Citizen of Another State <input type="checkbox"/> 2            Citizen or Subject of a Foreign Country <input type="checkbox"/> 3         </td> <td style="width: 50%;">           PTF DEF  <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1  <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 2  <input type="checkbox"/> 3 <input type="checkbox"/> 3            Foreign Nation <input type="checkbox"/> 6         </td> </tr> <tr> <td style="width: 50%;">           Incorporated or Principal Place of Business In This State <input checked="" type="checkbox"/> 4            Incorporated and Principal Place of Business In Another State <input type="checkbox"/> 5            Foreign Nation <input type="checkbox"/> 6         </td> <td style="width: 50%;">           PTF DEF  <input type="checkbox"/> 4 <input type="checkbox"/> 4  <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5  <input type="checkbox"/> 6 <input type="checkbox"/> 6         </td> </tr> </table>	Citizen of This State <input checked="" type="checkbox"/> 1 Citizen of Another State <input type="checkbox"/> 2 Citizen or Subject of a Foreign Country <input type="checkbox"/> 3	PTF DEF <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 3 Foreign Nation <input type="checkbox"/> 6	Incorporated or Principal Place of Business In This State <input checked="" type="checkbox"/> 4 Incorporated and Principal Place of Business In Another State <input type="checkbox"/> 5 Foreign Nation <input type="checkbox"/> 6	PTF DEF <input type="checkbox"/> 4 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 6
Citizen of This State <input checked="" type="checkbox"/> 1 Citizen of Another State <input type="checkbox"/> 2 Citizen or Subject of a Foreign Country <input type="checkbox"/> 3	PTF DEF <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 3 Foreign Nation <input type="checkbox"/> 6				
Incorporated or Principal Place of Business In This State <input checked="" type="checkbox"/> 4 Incorporated and Principal Place of Business In Another State <input type="checkbox"/> 5 Foreign Nation <input type="checkbox"/> 6	PTF DEF <input type="checkbox"/> 4 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 6				

<b>IV. NATURE OF SUIT</b> (Place an "X" in One Box Only)				
<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>TORTS</b> <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<b>FORFEITURE/PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<b>OTHER STATUTES</b> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

<b>V. ORIGIN</b> (Place an "X" in One Box Only)						
<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify)	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

<b>VI. CAUSE OF ACTION</b>	Brief description of cause: FRCP 26; Motion for Protective Order relating to subpoena on discovery
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<b>VII. REQUESTED IN COMPLAINT:</b>	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	DEMAND \$	CHECK YES only if demanded in complaint: JURY DEMAND: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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<b>VIII. RELATED CASE(S) PENDING OR CLOSED</b> (See instructions):	JUDGE Robert G. James	DOCKET NUMBER 3:06CV713	
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DATE April 27, 2007	SIGNATURE OF ATTORNEY OF RECORD 
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RECEIPT #	AMOUNT	APPLYING IFP	JUDGE	MAG. JUDGE
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